

# LOUISIANA TECH UNIVERSITY



## **Natural Gas**

**Bid Number: 50012-523-22**

Opening Date: May 24, 2022

Opening Time: 2:00 PM CT

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Louisiana Tech University operates a co-generation power plant that supplies electricity and steam for heating and cooling in excess of 2,000,000 square feet of academic, research and dormitory space.

The University is requesting bids for the purchase of Natural Gas delivered to the University Power Plant. Under normal operating conditions, Louisiana Tech operates a Solar 70 gas turbine with a heat recovery boiler. The gas pressure required at the gas turbine is 350 PSIG and low pressure gas is used for supplemental firing at the heat recovery boiler at 40 PSIG. At high steam demand one of two additional boilers can be brought on line requiring natural gas at 40PSIG to supply steam for campus heating and cooling.

There are currently two gas lines that can Supply Gas to the Power Plant. CenterPoint energy has a line that can deliver gas at 40 PSIG. This gas line can supply fuel to the heat recovery boiler and to the additional boiler(s). Energy Transfer has a pipeline that can deliver gas at 350 PSIG. The University has no objection to bidder at bidder's expense installing a new gas line to the Power Plant. If this option is selected, the University will work with contractor on route selection and necessary easements.

The University has natural gas regulators in place to reduce 350 PSIG to the appropriate pressure for the supplemental firing in the heat recovery boiler or the two steam boilers. The University does NOT have the ability to increase or raise the pressure of gas to 350 PSIG. Should a bidder deliver gas for high pressure through the CenterPoint line or other new line at lower pressure, bidder will be required to place into service all equipment necessary to increase pressure of the gas to 350 psig. Bidder will also be responsible for maintenance and energy cost for this equipment.

The University is requesting bids for the purchase of high pressure gas for consumption at the power plant. GAS IS TO BE CONTRACT ON A "FIRM" BASIS with a delivery point of 904 Hergot Ave on the Louisiana Tech University campus in Ruston, Louisiana. Exhibit A is the expected purchase quantity for the campus. The price of gas delivered to the campus will be based upon the first-of-the-month pricing as published in Platt's GAS DAILY PRICE GUIDE for Louisiana/Southeast deliveries into Henry Hub plus an add-on cost provided by the bidder on the attached bid form.

- Unless stated otherwise in writing, it is assumed that the monthly nominated volume shown on Exhibit B will be used for nomination and the volume will be divided equally by the number of days in each month.
- Volumes in excess of the monthly quantity in Exhibit B will be charged at the Platts Gas Daily Henry Hub index posting + the add-on cost provided by the bidder on the attached bid form. If Platts does not publish a mid-point for a day of consumption, the mid-point for the most recent published date will be utilized.
- Volumes untaken will be credited back to the University at the Platts Gas Daily Henry Hub Daily Midpoint minus the add-on cost provided by the bidder on the attached bid form. If Platts does not publish a mid-point for a day of consumption, the mid-point for the most recent published date will be utilized.

Base Bid is for gas provided to the Power Plant. As an alternate bid is incidental gas purchased at the following locations:

Athletic Complex

Davison Athletic Center, 1454 W. Alabama Ave, Ruston, LA

Aillet Field House, 1450 W. Alabama Ave, Ruston, LA

Thomas Assembly Center, 1650 W. Alabama Ave, Ruston, LA

Integrated Engineering and Science Education Building, 418 Dan Reneau Dr., Ruston, LA

Other individual facilities connected to the Local Gas Distribution company may be added with mutual agreement between both parties of the contract. Contractor shall arrange for all transportation and delivery permits, billings and payment. The University will pay the cost of gas described in bid plus an additional cost per MMBTU.

**NO OTHER FEE, TRANSACTION COST OR CHARGE MAY BE ADDED TO THE COST OF GAS OR THE MONTHLY INVOICE.**

The University has the option to lock-in a portion of gas purchases for any combination of months remaining in the contract term by placing an offer to lock-in at a NYMEX Henry Hub trigger price specified by Louisiana Tech University. If the Henry Hub price on the NYMEX meets the trigger price within specified working days not to exceed 30, the lock-in prices will be established for the months and quantities specified. The cost of gas locked-in will be the offer cost plus an add-on cost provided by the bidders on the attached bid form. **No other fees, transaction cost or charges may be added to the cost of gas.** Any volume of gas consumed and not locked-in will be priced using the process for balancing daily volumes described immediately above.

Bidder awarded a contract from this solicitation is required to obtain all necessary permits and contracts for transportation. Louisiana Tech University will not enter into any other contract and will not be responsible for any fees or costs other than those described herein.

The bid will allow a one year contract with the possibility of two one-year renewals. Louisiana Tech makes no guarantee as to volume to be purchased. The successful Bidder must have in place capacity to supply 2,000 MMBTU of high pressure gas. Bidder is responsible, without additional compensation for supplying meters and any other equipment necessary to provide gas service at the appropriate pressure. Bidder is responsible for contracting and paying for the gas and transportation to the University point of consumption.

**Gas Standards**

- Gas delivered shall meet the tariff requirements of the delivery pipeline.
- Natural gas supplied under this contract shall be odorized in accordance with industry standards and regulations of the Louisiana Department of Natural Resources.
- The billing unit for the Natural Gas purchased shall be per MMBTU and the Heating Value of the gas delivered will be determined by the Standard Gas Chromatograph



Method as defined by the American Gas Association. Gas samples for this procedure shall be collected daily on the Louisiana Tech side of the base metering station at the Tech Power Plant.

The composite of the daily gas samples for the monthly billing period shall be tested for BTU content by an independent testing laboratory and the test results shall be used for actual billing calculations. Copies of the test results shall accompany the monthly billings. Contractor shall bear all costs for these tests.

Measurement and measurement equipment shall meet all conditions and specifications as required by AGA Gas Measurement Report No. 3 with any subsequent amendments or revisions to which are mutually agreed to.

### **RESULTING CONTRACT**

The bidder awarded the contract from this solicitation shall have no more than 30 days to execute the contract. The contract form shall be the NAESB Standard contract along with NAESB Special Provisions to contain necessary terms and conditions per this bid and resulting bid response.

### **REQUIRED TERMS to be included in Special Provisions to the NAESB Base Contract for Sale and Purchase of Natural Gas:**

#### **Taxes**

Before the contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

**Termination for Cause**

Should the State determine that the Contractor has failed to comply with the Contract's terms, the State may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor's failure. If the State determines that the failure is not correctable, then the Contract shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Contractor to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Contractor to make the corrections or the State may notify the Contractor of the Contract termination date.

If the Contractor seeks to terminate the Contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

**Termination for Convenience**

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor a termination date. Contractor shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.

**Remedies for Default**

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1672.2 - 1672.4.

**Other Remedies**

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

**Governing Law**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP(if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

**E-Verify**

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

**Record Ownership**

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract.

**Contractor's Cooperation**

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

**Assignability**

Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will

continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

### **Right to Audit and Record Retention**

Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this contract for a period of five years from the date of final payment under the prime contract and any subcontract. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

### **Fiscal Funding**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

### **Non-Discrimination**

Contractor agrees to abide by the requirements of the following as applicable and amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964; Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education

Amendments of 1972; Age Discrimination Act of 1975; Fair Housing Act of 1968; and, Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and shall render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

### **Continuing Obligation**

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

### **Eligibility Status**

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

### **Confidentiality**

Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the State.

## **Amendments**

Any modification to the provisions of this Contract shall be in writing, signed by all parties, and approved by the required authorities.

### **Prohibition of Discriminatory Boycotts of Israel**

In accordance with R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this contract.

### **Cybersecurity Training**

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to

access to State government information technology assets will be made by the Office of Technology Services.

**Code Of Ethics**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

**Exhibit A** – Expected consumption of gas for period October 1, 2022 through September 30, 2023. The expected gas consumption is based upon the most recent 12 month contract period.

	Projected Monthly MMBTU
September	45,444
October	52,147
November	43,555
December	48,994
January	51,410
February	47,436
March	50,891
April	49,083
May	46,211
June	49,292
July	51,116
August	50,966
	586,545

**Exhibit B** – Monthly and Daily Volume assumed for nomination of gas for bid evaluation.  
NOTE THESE VOLUMES FOR NOMINATION MAY BE CHANGED IN THE CONTRACT  
OR BY AGREED WRITTEN ORDER.

	Nominated Monthly MMBTU	Nominated Daily MMBTU
September	30,000	1,000
October	35,000	1,129
November	29,000	967
December	33,000	1,065
January	35,000	1,129
February	32,000	1,143
March	34,000	1,097
April	33,000	1,100
May	31,000	1,000
June	33,000	1,100
July	34,000	1,097
August	34,000	1,097
	393,000	



**Exhibit C** – Example of Gas Delivery at Power Plant.

Day	Differential (In. H2O)	Pressure (psia)	Temp. (°F)	Flow Time (hrs)	Relative Density	Plate (inches)	Volume (Mcf)	Heating Value (Btu/scf)	Energy (MMBtu)
1	27.32	386.64	64.97	24.00	0.6021	1.5000	1,533.2	1041.76	1,597.3
2	27.31	384.78	61.82	22.94	0.6021	1.5000	1,437.0	1041.76	1,497.0
3	26.92	385.14	63.37	24.00	0.6021	1.5000	1,523.2	1041.76	1,586.8
4	28.93	383.82	63.55	24.00	0.6021	1.5000	1,576.1	1041.76	1,641.9
5	28.92	387.05	63.52	24.00	0.6021	1.5000	1,576.3	1041.76	1,642.2
6	31.98	386.89	61.33	22.48	0.6021	1.5000	1,554.6	1041.76	1,619.5
7	30.82	388.77	61.78	23.86	0.6021	1.5000	1,629.9	1041.76	1,698.0
8	28.83	386.68	63.09	24.00	0.6021	1.5000	1,581.7	1041.76	1,647.7
9	29.30	387.60	61.69	24.00	0.6021	1.5000	1,596.4	1041.76	1,663.1
10	31.53	398.82	61.26	24.00	0.6021	1.5000	1,683.0	1041.76	1,753.3
11	32.57	403.80	61.70	24.00	0.6021	1.5000	1,719.0	1041.76	1,790.8
12	30.28	397.31	61.52	24.00	0.6021	1.5000	1,640.9	1041.76	1,709.4
13	29.07	397.35	61.70	24.00	0.6021	1.5000	1,606.0	1041.76	1,673.0
14	27.62	393.17	61.65	24.00	0.6021	1.5000	1,560.1	1041.76	1,625.3
15	29.35	392.10	59.37	24.00	0.6021	1.5000	1,613.4	1041.76	1,680.8
16	28.25	390.02	60.23	24.00	0.6021	1.5000	1,577.2	1041.76	1,643.1
17	27.92	386.52	60.20	24.00	0.6021	1.5000	1,560.2	1041.76	1,625.4
18	28.14	388.05	60.79	24.00	0.6021	1.5000	1,566.8	1041.76	1,632.2
19	29.44	386.00	59.97	24.00	0.6021	1.5000	1,600.0	1041.76	1,666.8
20	32.82	388.81	58.14	24.00	0.6021	1.5000	1,698.0	1041.76	1,768.9
21	31.22	383.79	58.31	24.00	0.6021	1.5000	1,646.4	1041.76	1,715.1
22	29.57	386.79	58.46	24.00	0.6021	1.5000	1,608.3	1041.76	1,675.4
23	28.74	393.78	58.77	24.00	0.6021	1.5000	1,601.7	1041.76	1,668.6
24	28.37	383.53	58.46	24.00	0.6021	1.5000	1,567.6	1041.76	1,633.0
25	29.67	383.91	57.43	24.00	0.6021	1.5000	1,607.1	1041.76	1,674.2
26	30.11	385.78	57.33	24.00	0.6021	1.5000	1,623.2	1041.76	1,691.0
27	30.06	383.52	57.64	24.00	0.6021	1.5000	1,616.6	1041.76	1,684.1
28	29.18	385.76	57.26	24.00	0.6021	1.5000	1,599.1	1041.76	1,665.9
29	27.62	385.71	57.42	24.00	0.6021	1.5000	1,555.8	1041.76	1,620.7
30	27.17	383.28	57.80	24.00	0.6021	1.5000	1,536.2	1041.76	1,600.3
31	27.99	383.15	58.15	24.00	0.6021	1.5000	1,554.8	1041.76	1,619.7
<b>Total</b>	<b>29.30</b>	<b>388.43</b>	<b>60.26</b>	<b>741.28</b>	<b>0.6021</b>		<b>49,349.6</b>		<b>51,410.6</b>

**Exhibit D** – Example of Invoice Calculation – Assumes the low bidder bid a monthly add-on of \$0.10 per MMBTU as published in GAS DAILY PRICE GUIDE for Southeast Louisiana deliveries into Henry Hub.

The first-of-the-month pricing as published in Platt's GAS DAILY PRICE GUIDE for Louisiana/Southeast was \$4.010/ MMBTU making the nominated volume to be invoiced at \$4.010/ MMBTU.

The table below shows the daily nomination and clearance based upon the daily midpoint for Henry Hub as published in Platts Gas Daily. In this month the expected situation is that no gas was consumed below the daily nominated gas volume.

		MMBTU Nominated Volume	MMBTU Consumed	MMBTU Difference (Balance)	First of Month \$/MMBTU	Daily Midpoint \$/MMBTU	Cost of Nominated GAS Including \$0.10 Add-In	Cost of Balance GAS Including \$0.10 Add-In	TOTAL COST OF GAS
Sat	1/1/2022	1,129	1,597.30	468.30	\$4.010	\$3.700	\$4,640.19	\$1,779.54	\$6,419.73
Sun	1/2/2022	1,129	1,497.00	368.00	\$4.010	\$3.700	\$4,640.19	\$1,398.40	\$6,038.59
Mon	1/3/2022	1,129	1,586.80	457.80	\$4.010	\$3.580	\$4,640.19	\$1,684.70	\$6,324.89
Tue	1/4/2022	1,129	1,641.90	512.90	\$4.010	\$3.755	\$4,640.19	\$1,977.23	\$6,617.42
Wed	1/5/2022	1,129	1,642.20	513.20	\$4.010	\$3.785	\$4,640.19	\$1,993.78	\$6,633.97
Thu	1/6/2022	1,129	1,619.50	490.50	\$4.010	\$3.930	\$4,640.19	\$1,976.72	\$6,616.91
Fri	1/7/2022	1,129	1,698.00	569.00	\$4.010	\$3.825	\$4,640.19	\$2,233.33	\$6,873.52
Sat	1/8/2022	1,129	1,647.70	518.70	\$4.010	\$3.825	\$4,640.19	\$2,035.90	\$6,676.09
Sun	1/9/2022	1,129	1,663.10	534.10	\$4.010	\$3.825	\$4,640.19	\$2,096.34	\$6,736.53
Mon	1/10/2022	1,129	1,753.30	624.30	\$4.010	\$4.135	\$4,640.19	\$2,643.91	\$7,284.10
Tue	1/11/2022	1,129	1,790.80	661.80	\$4.010	\$4.055	\$4,640.19	\$2,749.78	\$7,389.97
Wed	1/12/2022	1,129	1,709.40	580.40	\$4.010	\$4.585	\$4,640.19	\$2,719.17	\$7,359.36
Thu	1/13/2022	1,129	1,673.00	544.00	\$4.010	\$4.765	\$4,640.19	\$2,646.56	\$7,286.75
Fri	1/14/2022	1,129	1,625.30	496.30	\$4.010	\$4.360	\$4,640.19	\$2,213.50	\$6,853.69
Sat	1/15/2022	1,129	1,680.80	551.80	\$4.010	\$4.360	\$4,640.19	\$2,461.03	\$7,101.22
Sun	1/16/2022	1,129	1,643.10	514.10	\$4.010	\$4.360	\$4,640.19	\$2,292.89	\$6,933.08
MLK	1/17/2022	1,129	1,625.40	496.40	\$4.010	\$4.360	\$4,640.19	\$2,213.94	\$6,854.13
Tue	1/18/2022	1,129	1,632.20	503.20	\$4.010	\$4.480	\$4,640.19	\$2,304.66	\$6,944.85
Wed	1/19/2022	1,129	1,666.80	537.80	\$4.010	\$4.740	\$4,640.19	\$2,602.95	\$7,243.14
Thu	1/20/2022	1,129	1,768.90	639.90	\$4.010	\$4.270	\$4,640.19	\$2,796.36	\$7,436.55
Fri	1/21/2022	1,129	1,715.10	586.10	\$4.010	\$4.085	\$4,640.19	\$2,452.83	\$7,093.02
Sat	1/22/2022	1,129	1,675.40	546.40	\$4.010	\$4.085	\$4,640.19	\$2,286.68	\$6,926.87
Sun	1/23/2022	1,129	1,668.60	539.60	\$4.010	\$4.085	\$4,640.19	\$2,258.23	\$6,898.42
Mon	1/24/2022	1,129	1,633.00	504.00	\$4.010	\$4.140	\$4,640.19	\$2,136.96	\$6,777.15
Tue	1/25/2022	1,129	1,674.20	545.20	\$4.010	\$4.160	\$4,640.19	\$2,322.55	\$6,962.74
Wed	1/26/2022	1,129	1,691.00	562.00	\$4.010	\$4.370	\$4,640.19	\$2,512.14	\$7,152.33
Thu	1/27/2022	1,129	1,684.10	555.10	\$4.010	\$4.450	\$4,640.19	\$2,525.71	\$7,165.90
Fri	1/28/2022	1,129	1,665.90	536.90	\$4.010	\$5.630	\$4,640.19	\$3,076.44	\$7,716.63
Sat	1/29/2022	1,129	1,620.70	491.70	\$4.010	\$5.630	\$4,640.19	\$2,817.44	\$7,457.63
Sun	1/30/2022	1,129	1,600.30	471.30	\$4.010	\$5.630	\$4,640.19	\$2,700.55	\$7,340.74
Mon	1/31/2022	1,129	1,619.70	490.70	\$4.010	\$5.575	\$4,640.19	\$2,784.72	\$7,424.91
		34,999	51,410.50	16,411.50			\$143,845.89	\$72,694.93	\$216,540.82



**Exhibit E****Other Sites**

	Assembly	Field House	DAC	All Athletic	IESB
	1650 W ALABAMA Ave	1450 W ALABAMA AVE	1454 W ALABAMA AVE		418 Dan Reneau
Jan-19	1,364	173	190	1,727	
Feb-19	1,488	188	207	1,883	
Mar-19	1,236	157	172	1,565	
Apr-19	1,079	137	150	1,366	
May-19	1,210	153	168	1,531	
Jun-19	1,200	152	167	1,519	
Jul-19	1,124	142	157	1,423	
Aug-19	1,035	131	144	1,310	
Sep-19	1,116	141	155	1,412	
Oct-19	1,203	152	168	1,523	
Nov-19	1,346	171	187	1,704	
Dec-19	1,309	173	492	1,974	
Jan-20	1,315	199	500	2,014	
Feb-20	1,157	209	474	1,840	
Mar-20				1,883	
Apr-20				1,338	
May-20				1,538	
Jun-20				1,600	
Jul-20				1,762	
Aug-20				1,541	
Sep-20				1,686	
Oct-20				1,691	
Nov-20				1,609	
Dec-20				1,916	1,221
Jan-21				2,067	1,184
Feb-21				2,006	1,170
Mar-21				1,627	1,552
Apr-21				1,525	1,237
May-21				1,771	1,377
Jun-21				1,847	1,360
Jul-21				1,763	966
Aug-21				1,740	541
Sep-21				1,552	981
Oct-21	1,678	242	273	2,193	1,216
Nov-21	1,623	265	325	2,213	1,394
Dec-21				-	1,358
Jan-22				-	1,317

**Note:**

Due to construction and COVID, IESB did not begin normal operations until December 2020. Supply changed from local distribution to market in the August 2021 time frame.

Billing Systems for market provider for the Athletic venue transitioned billing formatting during scope of service. Detail was not provided for the 3 individual sites for the period exhibited.

**Exhibit F**

Bid Response Sheet

Bids for Power Plant Natural Gas Purchases  
Bid Opening Date and Time: 2:00 p.m. on May 24, 2022

Delivered High Pressure Gas for Locked-In price based upon on NYMEX Henry Hub price based upon offer hitting a trigger price plus \$\_\_\_\_\_ per MMBTU.

Delivered High Pressure Gas consumed other than the quantity locked-in based upon the first-of-the-month pricing as published in Platt's GAS DAILY PRICE GUIDE for Southeast Louisiana deliveries into Henry Hub for the month consumed plus \$\_\_\_\_\_ per MMBTU with load balanced based upon the daily midpoint.

Alternate Bid: Gas consumed at other incidental locations as per bid specifications for the month consumed plus \$\_\_\_\_\_ per MMBTU with load balanced based upon the daily midpoint.

Company Name: \_\_\_\_\_

Printed Officer Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

The signer of this bid is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. A copy of the annual report or partnership must be submitted to this office before contract award.

The signer of this bid is a representative of the bidder authorized to submit this bid as evidenced by documents such as Corporate Resolution, Certification as to Corporate Principal, etc. If this applies, a copy of the resolution, certification, or other supportive documents must be attached hereto.

The bidder has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to this office before contract award.

The signer of the bid has been designated by the bidder as authorized to submit bids on the bidder's vendor registration on file with this office.

**Exhibit G**

## Example letter requesting Lock-In

July 15, 2022

Re: Natural Gas Purchase November 1, 2019 through September 30, 2020

Dear

Pursuant to terms of our bid and contract, Louisiana Tech University would like to "lock-in" gas additional gas for the contract term October 1, 2022 through September 30, 2023 per the schedule below using a Henry Hub trigger price of **\$4.00** for the weighted average. This request is good until August 14, 2022. Per terms of contract, the delivered final cost of gas delivered to our Power Plant would be **\$2.82 per MMBTU**.

MONTH	VOLUME	\$/MMBTU
October-2022	15,000	\$4.00
November-2022	15,000	\$4.00
December-2022	15,000	\$4.00
January-2023	15,000	\$4.00
February-2023	15,000	\$4.00
March-2023	15,000	\$4.00
April-2023	15,000	\$4.00
May-2023	15,000	\$4.00
June-2023	15,000	\$4.00
July-2023	15,000	\$4.00
August-2023	15,000	\$4.00
September-2023	15,000	\$4.00

Please confirm the receipt of this request and forward confirmation as soon as the trigger price has been met. We look forward to working with you this new year.

Sincerely,

# **THIS IS A REQUEST FOR A SEALED BID INSTRUCTIONS TO BIDDERS**

1. Read the entire bid, including all terms and conditions and specifications.
2. Louisiana Tech University is not liable for any cost incurred by the bidders prior to execution of a contract and the issuance of a purchase order. Any bidder who ships or otherwise expends time or money prior to award as defined does so at the bidder's own risk.
3. All bid prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit prices should be initialed by the bidder. If the bidder needs to submit a change, question, exception, or modification to any aspect of the bid specifications, terms, conditions, or bidder instructions, must do so in written form submitted to the Louisiana Tech University Purchasing Office prior to the bid opening date. All responses and/or addenda will be officially submitted by the Louisiana Tech University Purchasing Office 72 business hours before the bid opening date. Business hours is defined as University operating hours while the University is open. Unless received as specified above, all bid information will remain unchanged.
4. This bid is to be manually signed in ink.
5. Bid prices shall include all delivery charges paid by the vendor, F.O.B. Destination, unless otherwise provided in the solicitation. Bids requiring deposits, "payment in advance" or "C.O.D" may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
6. Amount of bid bond required: every bid submitted for in excess of fifty thousand dollars shall be accompanied by a bid bond guaranteed by a surety company qualified to do business in the state of Louisiana. The bid bond shall be for five percent of the official bid amount.
7. To assure consideration of your bid, all bids and addenda should be returned in an envelope or package clearly marked with the bid opening date and the bid number; or submitted in the special envelope, if furnished for that purpose.
8. Bids submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1551-1736; Purchasing rules and regulations; executive orders; standard terms and conditions; special conditions; and specifications listed in this solicitation.
9. Important: By signing the bid, the bidder certifies compliance with all instructions to bidders, terms conditions and specifications, and further certifies that this bid is made without collusion or fraud. This bid is to be manually signed in ink by a person authorized to bind the vendor (see no. 27). All bid information shall be in ink or typewritten.
10. Address all inquiries and correspondence to the Louisiana Tech University Office of Purchasing at the address and telephone number listed herein.
11. Bid forms: All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, and properly signed (see no. 27). Bids submitted in the following manner will not be accepted:
  - A. Bid contains no signature indicating intent to be bound;
  - B. Bid sent by facsimile equipment;
  - C. Bid filled out in pencil; and
  - D. Bid not submitted on the designated bid forms.
12. Bids must be received at the address specified in the solicitation prior to bid opening time in order to be considered.
13. Standards of quality – Any product or service bid shall conform to all applicable federal, state, and local laws and regulations, and the specifications contained in the solicitation. If bidding other than the requested brand or product number (or style), enclose sufficient literature to determine compliance with specifications. Failure to comply with this request may eliminate your bid from consideration. Unless otherwise specified in the solicitation document, any manufacturer's name,

trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired; and is not intended to limit or restrict competition. Bidder must specify the brand and model name of the product offered in the bid. Bids not specifying brand and model number shall be considered as offering the exact product specified in the solicitation. See bid document for full requirements.

14. New Products: Unless specifically called for in the solicitation documents, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation documents. The manufacturer's standard warranty will apply unless otherwise stated in the solicitation.
15. Louisiana Tech University reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
16. This agreement is non-exclusive and shall not in any way preclude Louisiana Tech University from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.
17. Bid opening: Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Louisiana Tech University Purchasing Office during normal working hours. Written bid tabulations will not be furnished prior to 72 hours.
18. Prices: Unless otherwise specified by Louisiana Tech University in the solicitation, bid prices must be complete, including transportation prepaid by bidder to destination and firm for acceptance for a minimum of 30 days. If accepted, prices must be firm for the contractual period.
19. Taxes: Vendor is responsible for including all applicable taxes, fees, and tariffs in the bid price. Louisiana Tech University is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc.
20. Contract renewals: In the event that bid specifications include a renewal option, a term contract may be extended for two additional 12-month periods at the same prices, terms, and conditions upon mutual agreement of the State of Louisiana agency and the contractor. In such cases, the total contract term cannot exceed 36 months.
21. Contract cancellation: Louisiana Tech University has the right to cancel any contract, in accordance with purchasing rules and regulations, including but not limited to: (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentation by the vendor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract. Louisiana Tech University has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the vendor. In such cases, the vendor shall be entitled to payment for complaint deliverables in progress.
22. Applicable law: All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
23. In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.



24. The bidder agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable shall be grounds for termination of any contract entered into as a result of this solicitation.
25. Special accommodation: Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the bid opening, must notify the Louisiana Tech University Office of Purchasing in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.
26. Indemnity: Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the state, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the state, its officers, its agents or its employees.
27. Signature authority: Attention: R.S. 39:1594(c) (4) requires evidence of authority to sign and submit bids to the State of Louisiana. You must indicate which of the following apply to the signer of this bid.
- Please circle one:
- 1) The signer of this bid is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. A copy of the annual report or partnership must be submitted to this office before contract award.
  - 2) The signer of this bid is a representative of the bidder authorized to submit this bid as evidenced by documents such as Corporate Resolution, Certification as to Corporate Principal, etc. If this applies, a copy of the resolution, certification, or other supportive documents must be attached hereto.
  - 3) The bidder has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to this office before contract award.
  - 4) The signer of the bid has been designated by the bidder as authorized to submit bids on the bidder's vendor registration on file with this office.
28. In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid form, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950; professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.
29. It is agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts which relate to this contract.



30. The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract.
31. Whenever a public entity enters in to a contract in excess of five-thousand dollars (\$5,000) for the construction, alteration, or repair of any Public Works, the official representative of the public entity shall reduce the contract to writing and have it signed by the parties. When an emergency as provided in R.S. 38:2212(D) is deemed to exist for the construction, alteration, or repair of any Public Works and the contract for such emergency work is less than fifty-thousand dollars (\$50,000), there shall be no requirement to reduce the contract to writing (R.S. 38:2241).
32. For each contract in excess of twenty-five thousand dollars (\$25,000) per project, the public entity shall require of the contractor a bond with good, solvent, and sufficient surety in a sum of not less than fifty percent (50%) of the contract price for the payment by the contractor or subcontractor to claimants as defined in R.S. 38:2242. The bond furnished shall be a statutory bond and no modification, omissions, additions in or to the terms of the contract, in the plans or specifications, or in the manner and mode of payment shall in any manner diminish, enlarge, or otherwise modify the obligations of the bond. The bond shall be executed by the contractor with surety or sureties approved by the public entity and shall be recorded with the contract in the office of the recorder of mortgages in the parish where the work is to be done not later than thirty days after the work has begun.
33. For construction projects falling within classifications of 37:2150 the bidder must be fully qualified under any state or local licensing law for contractors in effect at the time and at the location of the work before submitting his bid. In the state of Louisiana, revised statutes 37:2150, et seq. Will be considered, if applicable. The contractor shall be responsible for determining that all of his sub-bidders or prospective subcontractors are duly licensed in accordance with law. On any bid in excess of fifty thousand dollars (\$50,000), the Contractor shall certify that he is licensed under R.S. 37:2150-2163 and show his license number on the bid. The bid envelope shall be identified on the outside with the Name of the Project, Bid Number, Bid Time, the Name of the Bidder and the License Number of the Bidder.

TO: Louisiana Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships

RE: Veteran Initiative – Act 167 of the 2009 Legislative Session

➤ **ARE YOU ELIGIBLE FOR PARTICIPATION?**

- Are you a veteran-owned small entrepreneurship or a service-connected disabled veteran-owned small entrepreneurship in accordance with documentation from the United States Department of Veteran Affairs or the Louisiana Department of Veteran Affairs?
- Are you a Louisiana domiciled business?
- Do you have less than fifty (50) full-time employees?
- Are your annual gross revenue receipts \$5,000,000 or less (for construction) or \$3,000,000 for (non-construction) for each of the previous three (3) tax years?

If your answers are yes, your company may be eligible for participation in the Louisiana Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurship Program, also known as the Veteran Initiative.

➤ **WHAT IS THE VETERAN INITIATIVE?**

The Veteran Initiative, created by LRS 39:2171 through 2179 and LRS 51:931, provides additional opportunities for certified Louisiana-based small entrepreneurship to participate in contracting and procurement with the State. Key features of the programs are:

- This is a goal-oriented program
- It is race and gender neutral
- Participation is restricted to Louisiana-based certified veteran-owned and service-connected disabled veteran-owned small entrepreneurship

The rules governing the implementation of the program are located at <http://www.doa.louisiana.gov/osp/se/se.htm>.

➤ **WHY IS CERTIFICATION IMPORTANT?**

Certification is required for the participation in the Veteran Initiative. Under this program, you may be given increased opportunity to participate in Louisiana state contracts. Certain contracts may be awarded to your business without competition. And, certification is one of the methods that the State of Louisiana will utilize as a basis for benchmarking for annualized procurement and contracting goals.

➤ **WHAT AGENCY IS RESPONSIBLE FOR CERTIFICATION?**

The Louisiana Department of Economic Development (LED) is responsible for certifying Small Entrepreneurships for participation in the program. The (LED) Small Business Certification System may be accessed by <https://smallbiz.louisianaeconomicdevelopment.com/Account/Login>. For additional information regarding certification, please contact the LED at 800.450.8115 or 225.342.3000.

➤ **WHAT IS THE ROLE OF THE DEPARTMENT OF VETERANS AFFAIRS?**

The Louisiana Department of Veterans Affairs is responsible for disseminating information on this program and other veterans' benefits to Louisiana veterans. Information on this program and other veterans' benefits can be accessed at [www.vetaffairs.al.gov](http://www.vetaffairs.al.gov).

The State of Louisiana is committed to the success of this program and encourages your participation.